

Order

Of the Bar Harbor Town Council

For the June 2, 2015 Town Meeting

It is hereby ordered that the following article be placed on the town meeting warrant with voting to be held on the floor of the open town meeting.

Warrant Article

Article T - LEASES FOR COMMUNITY SOLAR FARMS AND POWER PURCHASE

AGREEMENTS: To see if the Town will vote to authorize the Town Council to enter into one or more lease agreements with: 1) one or more Associations that are comprised entirely of local residents, on terms that the Council deems appropriate, for the purpose of siting and developing one or more Community Solar Farms (CSFs); and 2) ReVision Energy of Liberty and Portland, Maine (a solar energy design and installation company), or its successor or a similar company, on terms that the Council deems appropriate, for the purpose of enabling the Town to enter into one or more long-term Power Purchase Agreements for solar energy. Copies of the "Community Solar Farm Letter of Intent to Execute Ground Lease and Exclusivity Agreement", which is the initial leasing document, are available at the Town Clerk's office.

Explanation: This action would allow the Town of Bar Harbor to lease town-owned land and/or suitable roof space to one or more separate Associations of Bar Harbor residents to develop one or more Community Solar Farms (CSFs). CSFs are defined as solar energy generation facilities that are 100% owned and operated by residents living in the local community. CSFs offer the opportunity for residents to co-invest in, and co-own, solar generation and are of particular interest to residents who are not able to install solar electricity generation on their own property (i.e., poor site, unsuitable roof, no land, other restrictions, etc.). The value of the electricity generated would be credited to the Emera accounts of the members of the associations. In leasing its property, the Town would enable the siting of one or more CSFs on town-owned land. The initial Association would lease the space on the town's salt shed roof to install solar panels for a minimum of 30 years. All Associations would pay the Town an annual fee of \$15/kW (which is a rate consistent with industry norms in Maine), and would be responsible for all operations, maintenance, and liability associated with the solar panels. The benefits to the Town include annual lease payments for the life of the lease for each CSF created. The benefits to residents include the opportunity to participate in a CSF located in Bar Harbor.

This action would also allow the Town of Bar Harbor to lease town-owned land and/or suitable roof space to ReVision Energy or to a similar company. Passage of this warrant article would enable the Town and a solar energy company to enter into one or more long-term contracts for on-site solar electricity generation on town-owned property that would offset all or part of the Town's electricity needs, in exchange for the Town paying no upfront costs and monthly payments comparable to its current monthly costs for that share of generation.

Given under our hands this 17th day of March 2015.

Municipal Officers of the Town of Bar Harbor



Paul A. Paradis, Chair



Gary Friedmann, Vice-Chair



David Bowden



Anne R. Greenlee



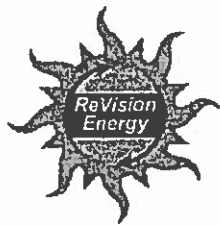
Burt O. Barker



Peter St. Germain



J. Clark Stivers



Professional design, installation and service of solar energy systems

**COMMUNITY SOLAR FARM
LETTER OF INTENT TO EXECUTE GROUND LEASE
AND EXCLUSIVITY AGREEMENT**

WHEREAS, Town of Bar Harbor ("Landowner") owns the property located at or near Town of Bar Harbor Public Works known as the location of the "Salt Shed" and more accurately described on Bar Harbor Tax Map 216, Parcel 216-016-000 ("Property");

WHEREAS, ReVision Energy, LLC ("ReVision") is a photovoltaic solar electric system development, design, and installation company located at 142 Presumpscot St., Portland, ME 04103;

WHEREAS, Landowner and ReVision (herein collectively as the "Parties", or, singly, as a "Party") are mutually interested in the development of one or more community-owned solar photovoltaic generating facility on the Property ("Solar Farm") to provide affordable, clean, and renewable electric energy to persons who may become members, lessees, or owners ("Owners") of the Solar Farm;

WHEREAS, the Parties intend by this Letter of Intent ("Agreement") to set the terms of a long-term lease or similar arrangement ("Lease") that will be executed between Landowner and the future Owners and which will make possible development of a Solar Farm on the Property,

WHEREAS, in order to provide the certainty necessary to induce future Owners to participate in the Solar Farm, the Parties intend that the Lease terms specified in this Agreement shall be binding upon Owner and run in favor of the future Owners of the Solar Farm; and

WHEREAS, the Parties mutually agree that in order to allow for the development and marketing of the Solar Farm, ReVision will need exclusive development rights for a period of six months,

NOW THEREFORE, based upon the foregoing, the Parties have come to the following understanding as defined in this Agreement that sets out the terms and commitments by each Party to facilitate the development of the Solar Farm.

1.	Developer	ReVision Energy LLC
2.	Landowner	Town of Bar Harbor
3.	Site Description	Roof of salt shed at Public Works, owned by Town of Bar Harbor and located at 69 Crooked Road, Bar Harbor and identified on Tax Map 216, Parcel 216-016-000
4.	Acreage	N/A
5.	Project Design	A 44.6 kW ground mount photovoltaic electric system with a projected annual output of 51,000 kWh per annum.
6.	Contract to be Executed	Ground Lease for Solar Farm, to be executed between Landowner, and the future Owners (whether as individuals or as an association of Owners).

91 West Main Street
Liberty, ME 04949

(207) 589-4171

142 Presumpscot Street
Portland, ME 04103

(207) 221-6342

www.revisionenergy.com

7 Commercial Drive
Exeter, NH 03833

(603) 679-1777

7.	Lease Term	Starting upon the effective date of the Lease and extending for 30 years after the first day of commercial operations of the Solar Farm.
8.	Lease Rate	\$15 per kW/year.
9.	Site Access	Landowner shall provide to Developer access to the site to allow Developer to design and install the Solar Farm, and to Owners to operate and maintain the Solar Farm during the Lease Term.
10.	Exclusivity	Landowner and Developer shall have 180 days from the execution of this Agreement, or such later date as may be mutually agreed in writing, to develop definitive and final Agreements between Landlord and Owners (the "exclusivity period"). In consideration of the time and resources Developer is devoting to the transaction contemplated hereby, for the duration of the exclusivity period Landowner shall not enter into or continue any discussions or negotiations with, consider any other offers from, or enter into any other agreement or arrangement with any other person or entity other than Developer and/or Owner(s) regarding development of a Solar Farm on the Property.
11.	No Joint Venture	Nothing contained in this Letter of Intent shall be construed as creating or establishing a joint venture or partnership between the Developer, Landowner, and Owners.
12.	Confidentiality	The provisions of this Letter of Intent and all information related to this Letter of Intent or the Solar Farm that is shared between the Parties and/or Owners, shall be treated as confidential for a term of no less than two years from its effective date.
13.	Limitations of Liability	In no event shall either Party be liable to the other Party or its representatives or customers for special, indirect, non-compensatory, consequential, punitive, or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions, whether arising in contract or tort (including negligence, whether sole, joint, or concurrent or strict liability), or otherwise, arising out of this Letter of Intent.
14.	Applicable Law	This Letter of Intent and any Definitive Agreements will be governed by Maine law without regard to conflicts of law principles.
15.	Binding Provisions: Landlord and Owners	The lease, site description, term, rate, project description and access provisions in Sections 3-9 of this letter shall be binding upon the Landlord and Owner, and their heirs and assigns, except that any of these provisions may be later modified by mutual agreement between Landlord and Owners.
16.	Binding Provisions: Landlord and Developer	The following provisions shall be binding upon the Parties and their heirs and assigns: Section 10 (Exclusivity), Section 11 (No Joint Venture), Section 12 (Confidentiality), Section 13 (Limitations of Liability), and Section 14 (Applicable Law) (hereby known collectively as the "Binding Provisions").

Agreed to by:

ReVision Energy LLC

By: _____

Print Name: _____

Date: _____

Landowner

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____